

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:

Chapter 11

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP., *et al.*,

Debtors.

Case No. 3:09-bk-07047-JAF  
Case No. 3:09-bk-10022-JAF  
Case No. 3:09-bk-10023-JAF  
(Jointly Administered Under  
Case No. 3:09-bk-07047-JAF)

\_\_\_\_\_  
NEIL F. LURIA, as Trustee to the TAYLOR,  
BEAN & WHITAKER PLAN TRUST,

Adv. Pro. No. \_\_\_\_\_

Plaintiff,

v.

THE GUARDIAN LIFE INSURANCE  
COMPANY OF AMERICA,

Defendant.  
\_\_\_\_\_

**COMPLAINT TO AVOID FRAUDULENT TRANSFERS AND TO RECOVER  
PROPERTY TRANSFERRED PURSUANT TO 11 U.S.C. § 550**

Neil F. Luria, as Trustee for the Taylor, Bean & Whitaker Plan Trust (the "Plaintiff"), pursuant to 11 U.S.C. §§ 544, 548 and 550, and Fla. Stat. § 726.105 and 726.106 sues<sup>1</sup> the Defendant, The Guardian Life Insurance Company of America (the "Defendant") to avoid and recover fraudulent transfers, and in support thereof, alleges:

<sup>1</sup>Plaintiff reserves the right to bring additional claims against the Defendant and nothing contained herein shall be deemed a waiver of any rights or causes of action that the Plaintiff may have against the Defendant. Also, to the extent that the Defendant has filed a proof of claim or has a claim listed on the Debtor's schedules as undisputed, liquidated, and not contingent, or has otherwise requested payment from the Debtor or the Debtor's chapter 11 estate (collectively, the "Claims"), Plaintiff reserves the right to object to such Claims for any reason including, but not limited to, 11 U.S.C. § 502(a) through (j), and this Complaint is not intended to be, nor should it be construed as a waiver of such right. If the Defendant has a claim against the estate then this Complaint commences an objection to the allowance thereof because the Defendant has failed to disgorge a fraudulent transfer it received.

### **JURISDICTION**

1. This adversary proceeding is brought to recover fraudulent transfers pursuant to Sections 544, 548 and 550 of the Bankruptcy Code, and Sections 726.105 and 726.106 of the Florida Statutes.

2. This Court has jurisdiction over the subject matter of this proceeding pursuant to 28 U.S.C. § 1334(b). This is a core proceeding for which the Court is authorized to hear and determine all matters regarding this case in accordance with 28 U.S.C. § 157(b)(2)(H).<sup>2</sup>

### **PARTIES AND PROCEDURAL BACKGROUND**

3. Taylor, Bean & Whitaker Mortgage Corp. (the "Debtor") commenced its bankruptcy case on August 24, 2009 (the "Petition Date") by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

4. On July 21, 2011, the Bankruptcy Court entered its order confirming the *Third Amended and Restated Joint Plan of Liquidation of the Debtors and the Official Committee of Unsecured Creditors* (the "Plan") (Order, D.E. # 3420). Pursuant to the Plan, and the Taylor, Bean & Whitaker Plan Trust, the Plaintiff, as Trustee of the Plan, is empowered to commence this case against the Defendant.

<sup>2</sup> By filing this Complaint in the office of the Clerk of the Bankruptcy Court Plaintiff is necessarily filing it within the District Court as the Bankruptcy Court is, at the very least for administrative purposes, a unit of the District Court. 28 U.S.C. § 151. Moreover, the District Court's Order of Assignment of Cases Arising Under Title 11, United States Code, No. 84-MISC-152 mandates that actions arising in or under or related to cases under title 11 of the United States Code be immediately referred the Bankruptcy Court, and by longstanding practice such adversary proceedings are therefore filed at the office of the Clerk of the Bankruptcy Court and not the office of the Clerk of the District Court. At least one federal court opinion outside this circuit purporting to apply the teaching of the recently decided case by the United States Supreme Court, *Stern v. Marshall*, 131 S.Ct. 2594 (2011), suggested that adversary proceedings like this one are outside the Bankruptcy Court's jurisdiction to hear or determine, necessitating dismissal of the complaint without consideration of the more reasonable option of simply withdrawing the reference so that an Article III district judge will be the judicial officer to enter judgment. While Plaintiff vigorously disagrees with such opinion(s), in an abundance of caution, Plaintiff requests that, in the event that it is later determined by this or any other court of competent jurisdiction that the Bankruptcy Court may not enter final judgment in this adversary proceeding, the District Court's reference of this adversary proceeding be withdrawn or be deemed withdrawn, as necessary, so that the merits of the complaint may be heard by a constitutionally authorized judicial officer and not dismissed.

5. The Defendant is an entity with a principal place of business at 7 Hanover Square, New York, NY 10004.

6. Prior to the Petition Date, the Debtor made payment(s) to the Defendant totaling \$64,691.49 (the "Payments"). The Plaintiff sent a letter to the Defendant demanding the return of the Payments. As of the date of the filing of this complaint, the Defendant has not paid the amount demanded by the Plaintiff.

**COUNT I – FRAUDULENT TRANSFERS**  
**PURSUANT TO SECTION 548(a)(1)(A) OF THE BANKRUPTCY CODE**

7. Plaintiff realleges the allegations set forth in paragraphs 1 through 6 and incorporates those allegations by reference.

8. On or within two years of the Petition Date, that is between August 24, 2007 and August 24, 2009, the Debtor made transfers of property by checks, cashier checks, wire transfers or otherwise (the "Two-Year Transfers") to the Defendant as detailed on the attached Exhibit A, which contains: (i) the Defendant's identity, (ii) the Defendant's address, (iii) a list of payments received by the Defendant from the Debtor during the applicable time frame, (iv) the amount of each payment received, and (v) the clearance date of each payment.

9. The Debtor made the Two-Year Transfers to the Defendant with the actual intent to hinder, delay or defraud an entity to which the Debtor was or became, on or after the date such transfers were made, indebted.

**WHEREFORE**, the Plaintiff requests the Court to enter a Judgment:

- a. Declaring the Two-Year Transfers to have been fraudulent transfers pursuant to Section 548(a)(1)(A) of the Bankruptcy Code;
- b. Disallowing any claim that the Defendant may have against the Debtor;

- c. Avoiding the Two-Year Transfers made to the Defendant as fraudulent transfers in violation of Section 548(a)(1)(A) of the Bankruptcy Code;
- d. Requiring Defendant to repay the Two-Year Transfers to the Plaintiff; and
- e. Granting such other and further relief as may be just and proper.

**COUNT II – FRAUDULENT TRANSFERS**  
**PURSUANT TO SECTION 548(a)(1)(B) OF THE BANKRUPTCY CODE**

10. Plaintiff realleges the allegations set forth in paragraphs 1 through 6 and incorporates those allegations by reference.

11. The Debtor received less than reasonably equivalent value in exchange for the Two-Year Transfers.

12. The fair value of the Debtor's assets was much less than the total amount of the debts it owed, as set forth in detail in the various reports filed in the Bankruptcy Case and in the *Second Amended and Restated Disclosure Statement* [D.E. # 2144] filed by the Debtor in the Bankruptcy Case. Therefore, the Debtor was insolvent at the time the Two-Year Transfers were made or became insolvent as a result of the Transfers.

13. The Debtor was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the Debtor was an unreasonably small capital.

14. Alternatively, the Debtor intended to incur, or believed it would incur, debts that would be beyond its ability to pay as such debts matured.

**WHEREFORE**, the Plaintiff respectfully requests the Court to enter a Judgment:

- a. Declaring the Two-Year Transfers to have been fraudulent transfers pursuant to Section 548(a)(1)(B) of the Bankruptcy Code;
- b. Disallowing any claim that the Defendant may have against the Debtor;

- c. Avoiding the Two-Year Transfers made to the Defendant as fraudulent transfers under § 548(a)(1)(B) of the Bankruptcy Code;
- d. Requiring Defendant to repay the Two-Year Transfers to the Plaintiff; and
- e. Granting such other and further relief as may be just and proper.

**COUNT III – AVOIDANCE OF FRAUDULENT TRANSFERS  
PURSUANT TO SECTION 544 OF THE BANKRUPTCY CODE  
AND SECTION 726.105(1)(A) OF THE FLORIDA STATUTES**

15. Plaintiff realleges the allegations set forth in paragraphs 1 through 6 and incorporates those allegations by reference.

16. On or within four years of the Petition Date, that is between August 24, 2005 and August 24, 2009, the Debtor made transfers of property reflected on Exhibit A to the Defendant (the “Four-Year Transfers”), the exhibit contains: (i) the Defendant’s identity, (ii) the Defendant’s address, (iii) a list of each payment received by the Defendant from the Debtor during the applicable time frame, (iv) the amount of each payment received, and (v) the date each check cleared the bank.

17. The Four-Year Transfers were made by the Debtor with the actual intent to hinder, delay or defraud a creditor of the Debtor.

18. At the time of each transfer reflected on Exhibit A there existed at least one actual creditor of the Debtor that was harmed by the transfer.

19. The Four-Year Transfers may be avoided under Section 544 of the Bankruptcy Code and Section 726.105(1)(a) of the Florida Statutes.

**WHEREFORE**, the Plaintiff respectfully requests the Court to enter a Judgment:

- a. Declaring the Four-Year Transfers to have been fraudulent transfers pursuant to Section 726.105(1)(a) of the Florida Statutes;

- b. Disallowing any claim that the Defendant may have against the Debtor;
- c. Avoiding the Four-Year Transfers as fraudulent transfers in violation of Section 726.105(1)(a) of the Florida Statutes;
- d. Requiring Defendant to repay the Four-Year Transfers to the Plaintiff; and
- e. Granting such other and further relief as may be just and proper.

**COUNT IV – AVOIDANCE OF FRAUDULENT TRANSFERS  
PURSUANT TO SECTION 544 OF THE BANKRUPTCY CODE  
AND SECTION 726.105(1)(B) OF THE FLORIDA STATUTES**

20. Plaintiff realleges the allegations set forth in paragraphs 1 through 6 and incorporates those allegations by reference

21. Within the four year period preceding the Petition Date, the Debtor made transfers of property to the Defendant as reflected on Exhibit A.

22. The Debtor made the transfers described in Exhibit A without receiving reasonably equivalent value in exchange.

23. The Debtor was engaged or was about to engage in a business or a transaction for which the remaining assets of the Debtor were unreasonably small in relation to its business or transaction.

24. Alternatively, the Debtor intended to incur, or believed it would incur, debts that would be beyond the Debtor's ability to pay as they became due.

25. At the time of each transfer reflected on Exhibit A there existed at least one actual creditor of the Debtor that was harmed by the transfer.

**WHEREFORE**, the Plaintiff respectfully requests the Court to enter a Judgment:

- a. Declaring the Four-Year Transfers to have been fraudulent transfers pursuant to Section 726.105(1)(b) of the Florida Statutes;

- b. Disallowing any claim that the Defendant may have against the Debtor;
- c. Avoiding the Four-Year Transfers as fraudulent transfers in violation of Section 726.105(1)(b) of the Florida Statutes;
- d. Requiring the Defendant to repay the Four-Year Transfers to the Plaintiff; and
- e. Granting such other and further relief as may be just and proper.

**COUNT V – AVOIDANCE OF FRAUDULENT TRANSFERS  
PURSUANT TO SECTION 544 OF THE BANKRUPTCY CODE  
AND SECTION 726.106(1) OF THE FLORIDA STATUTES**

26. Plaintiff realleges the allegations set forth in paragraphs 1 through 6 and incorporates those allegations by reference.

27. The Debtor made the Four-Year Transfers referenced on attached Exhibit A without receiving reasonably equivalent value in exchange for the Transfers.

28. Inasmuch as on the date of each of each Four-Year Transfer, the fair value of the Debtor's assets was much less than the total amount of the debts it owed, as set forth in detail in the various reports filed in the Bankruptcy Case and in the *Second Amended and Restated Disclosure Statement* [D.E. # 2144] filed by the Debtor in the Bankruptcy Case, the Debtor was insolvent at the times of the Four-Year Transfers or became insolvent as a result of the Transfers.

29. At the time of each transfer reflected on Exhibit A there existed at least one actual creditor of the Debtor that was harmed by the transfer.

**WHEREFORE**, the Plaintiff respectfully requests the Court enter a Judgment:

- a. Declaring the Four-Year Transfers to have been fraudulent transfers pursuant to Section 726.106(1) of the Florida Statutes;
- b. Disallowing any claim that the Defendant may have against the Debtor;

- c. Avoiding the Four-Year Transfers as fraudulent transfers in violation of Section 726.106(1) of the Florida Statutes;
- d. Requiring the Defendant to repay the Four year Transfers to the Plaintiff; and
- e. Granting such other and further relief as may be just and proper.

**COUNT VI – RECOVERY OF PROPERTY  
PURSUANT TO SECTION 550 OF THE BANKRUPTCY CODE**

30. Plaintiff realleges the allegations set forth in paragraphs 1 through 29 and incorporates those allegations by reference.

31. The Two-Year Transfers and the Four-Year Transfers (collectively, the “Transfers”) are avoidable pursuant to Sections 544 and 548 of the Bankruptcy Code and, as a result, the Transfers are recoverable by the Plaintiff pursuant to Section 550 of the Bankruptcy Code.

**WHEREFORE**, the Plaintiff respectfully requests the Court to:

- a. Enter a money judgment against the Defendant for the amount of the avoided Transfers, plus interest at the applicable federal statutory rate, reasonable attorneys’ fees, and costs and expenses to the extent permissible by applicable law;
- b. Disallow any claim that the Defendant may have against the Debtor until such time as the Defendant repays the transfers pursuant to 11 U.S.C. § 502(d); and



c. Grant such other and further relief as may be just and proper.

Dated: August 23, 2011

BERGER SINGERMANN, P.A.  
Attorneys for Plaintiff  
200 S. Biscayne Blvd., Ste. 1000  
Miami, FL 33131  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340

By: /s/ Kristopher Aungst  
Paul Steven Singerman  
Florida Bar No. 378860  
singerman@bergersingerman.com  
Kristopher Aungst  
Florida Bar No. 55348  
kaungst@bergersingerman.com

**EXHIBIT A**

Guardian Insurance Company  
P.O. Box 95101  
Chicago, IL 60694-5101

Originating Account	Check/Wire	Payment Made on Behalf of:	Date Cleared	Amount
x7028	Ck 155125	Quality Title, LLC	08/26/05	\$ 77.89
x7028	Ck 156865	Quality Title, LLC	09/28/05	77.89
x7028	Ck 158635	Quality Title, LLC	10/26/05	84.12
x7028	Ck 158635	Dee Dee's Doghouse	10/27/05	25.76
x7028	Ck 158635	Dee Dee's Doghouse	10/27/05	25.76
x7028	Ck 160321	Dee Dee's Doghouse	12/06/05	25.76
x7028	Ck 160321	Dee Dee's Doghouse	12/06/05	51.52
x7028	Ck 161745	Dee Dee's Doghouse	01/08/06	25.76
x7028	Ck 161745	Dee Dee's Doghouse	01/08/06	25.76
TBD	TBD	Quality Title, LLC	01/18/06	84.12
TBD	TBD	REO Specialists, LLC	01/27/06	51.52
x7028	Ck 163148	Quality Title, LLC	01/27/06	58.36
x7028	Ck 165064	Quality Title, LLC	03/01/06	58.36
x7028	Ck 163148	Dee Dee's Doghouse	03/02/06	25.76
x7028	Ck 163148	Dee Dee's Doghouse	03/02/06	25.76
x7028	Ck 165067	Dee Dee's Doghouse	03/10/06	25.76
x7028	Ck 165067	Dee Dee's Doghouse	03/10/06	25.76
x7028	Ck 166835	Quality Title, LLC	03/29/06	58.36
x7028	Ck 168849	Citrus Land Title, LLC	04/21/06	58.36
x7028	Ck 165067	Dee Dee's Doghouse	04/21/06	99.49
x7028	Ck 168849	Dee Dee's Doghouse	04/21/06	25.76
x7028	Ck 168849	Dee Dee's Doghouse	04/21/06	25.76
x7028	Ck 168849	Dee Dee's Doghouse	04/21/06	99.49
x7028	Ck 168849	Dee Dee's Doghouse	04/21/06	151.01
x7028	Ck 168849	Quality Title, LLC	04/21/06	58.36
x7028	Ck 166835	Thunderflower LLC	05/03/06	1,036.21
x7028	Ck 168849	Chisholm Properties	05/10/06	231.84
x7028	Ck 168849	REO Specialists, LLC	05/10/06	25.76
x7028	Ck 168849	US Family Insurance	05/10/06	58.36
x7028	Ck 170967	24/7 Call Capture LLC	05/15/06	84.12
x7028	Ck 170967	Dee Dee's Doghouse	05/15/06	114.70
x7028	Ck 170967	CPMG LLC	05/15/06	103.04
x7028	Ck 170967	Chisholm Properties	05/15/06	103.04
TBD	TBD	Thunderflower LLC	05/15/06	103.04
TBD	TBD	Thunderflower LLC	05/15/06	103.04

x7028	Ck 170967	REO Specialists, LLC	05/15/06	25.76
x7028	Ck 170967	Quality Title, LLC	05/15/06	231.42
x7028	Ck 170967	US Family Insurance	05/15/06	58.36
TBD	TBD	Thunderflower LLC	05/22/06	231.84
x7028	Ck 173801	24/7 Call Capture LLC	06/27/06	109.88
x7028	Ck 173801	Dee Dee's Doghouse	06/27/06	114.70
TBD	TBD	CPMG LLC	06/27/06	231.84
x7028	Ck 173801	Chisholm Properties	06/27/06	206.08
x7028	Ck 173801	Thunderflower LLC	06/27/06	231.84
TBD	TBD	Thunderflower LLC	06/27/06	206.08
x7028	Ck 173801	REO Specialists, LLC	06/27/06	25.76
x7028	Ck 173806	Quality Title, LLC	06/27/06	25.76
x7028	Ck 173801	US Family Insurance	06/27/06	109.88
x7028	Ck 176149	24/7 Call Capture LLC	07/27/06	238.68
x7028	Ck 176149	Dee Dee's Doghouse	07/27/06	114.70
x7028	Ck 176149	CPMG LLC	07/27/06	231.84
x7028	Ck 176149	Chisholm Properties	07/27/06	154.56
x7028	Ck 176403	REO Specialists, LLC	07/27/06	25.76
x7028	Ck 176149	US Family Insurance	07/27/06	109.88
TBD	TBD	Thunderflower LLC	07/31/06	231.84
TBD	TBD	Thunderflower LLC	07/31/06	154.56
x7028	Ck 177878	24/7 Call Capture LLC	08/22/06	238.68
x7028	Ck 177878	Dee Dee's Doghouse	08/22/06	114.70
x7028	Ck 177878	CPMG LLC	08/22/06	231.84
x7028	Ck 177878	Chisholm Properties	08/22/06	180.32
x7028	Ck 177878	REO Specialists, LLC	08/22/06	25.76
x7028	Ck 177878	US Family Insurance	08/22/06	135.64
TBD	TBD	Thunderflower LLC	08/31/06	80.18
TBD	TBD	Thunderflower LLC	08/31/06	180.32
x7028	Ck 180355	24/7 Call Capture LLC	09/27/06	315.96
x7028	Ck 180355	CPMG LLC	09/27/06	231.84
x7028	Ck 180355	Chisholm Properties	09/27/06	180.32
x7028	Ck 180355	REO Specialists, LLC	09/27/06	25.76
x7028	Ck 180355	US Family Insurance	09/27/06	135.64
TBD	TBD	Thunderflower LLC	09/30/06	231.84
TBD	TBD	Thunderflower LLC	09/30/06	180.32
x7028	Ck 182764	24/7 Call Capture LLC	10/27/06	274.64
x7028	Ck 182764	Dee Dee's Doghouse	10/27/06	52.55
x7028	Ck 182764	CPMG LLC	10/27/06	236.80
x7028	Ck 182764	Chisholm Properties	10/27/06	123.24
x7028	Ck 182764	Thunderflower LLC	10/27/06	236.80

x7028	Ck 182764	Thunderflower LLC	10/27/06	123.24
x7028	Ck 182764	REO Specialists, LLC	10/27/06	28.07
x7028	Ck 182765	Lee Farkas	10/27/06	84.12
x7028	Ck 182764	US Family Insurance	10/27/06	160.05
x7028	Ck 184273	24/7 Call Capture LLC	11/22/06	300.40
x7028	Ck 184273	Dee Dee's Doghouse	11/22/06	52.55
x7028	Ck 184273	Sky Asian Fusion	11/22/06	63.70
x7028	Ck 184273	Sky Asian Fusion	11/22/06	28.07
x7028	Ck 184273	CPMG LLC	11/22/06	236.80
x7028	Ck 184273	Chisholm Properties	11/22/06	149.00
x7028	Ck 184273	Thunderflower LLC	11/22/06	236.80
x7028	Ck 184273	Thunderflower LLC	11/22/06	149.00
x7028	Ck 184273	REO Specialists, LLC	11/22/06	28.07
x7028	Ck 184273	US Family Insurance	11/22/06	160.05
x7028	Ck 186314	24/7 Call Capture LLC	12/27/06	300.40
x7028	Ck 186314	Dee Dee's Doghouse	12/27/06	24.48
x7028	Ck 186314	Sky Asian Fusion	12/27/06	100.42
x7028	Ck 186314	Sky Asian Fusion	12/27/06	28.07
x7028	Ck 186318	3201 Partnership / Compass Health & Fitness	12/27/06	373.32
x7028	Ck 186314	CPMG LLC	12/27/06	236.80
x7028	Ck 186314	Chisholm Properties	12/27/06	136.76
x7028	Ck 186314	Thunderflower LLC	12/27/06	136.76
x7028	Ck 186314	Thunderflower LLC	12/27/06	236.80
x7028	Ck 186314	REO Specialists, LLC	12/27/06	84.21
x7028	Ck 186314	US Family Insurance	12/27/06	160.05
x7028	Ck 188194	24/7 Call Capture LLC	01/25/07	328.47
x7028	Ck 188194	Dee Dee's Doghouse	01/25/07	24.48
x7028	Ck 188194	Ipanema	01/25/07	75.94
x7028	Ck 188194	Sky Asian Fusion	01/25/07	75.94
x7028	Ck 188194	Sky Asian Fusion	01/25/07	28.07
x7028	Ck 188194	CPMG LLC	01/25/07	236.80
x7028	Ck 188194	Chisholm Properties	01/25/07	249.04
x7028	Ck 188194	REO Specialists, LLC	01/25/07	56.14
x7028	Ck 188194	US Family Insurance	01/25/07	160.05
x7028	Ck 155006	Ipanema	03/20/07	202.27
x7028	Ck 155006	Sky Asian Fusion	03/20/07	28.07
x7028	Ck 155006	CPMG LLC	03/20/07	236.80
x7028	Ck 155006	Chisholm Properties	03/20/07	208.73
x7028	Ck 155006	REO Specialists, LLC	03/20/07	28.07
x7028	Ck 192054	24/7 Call Capture LLC	03/21/07	409.09
x7028	Ck 192054	Dee Dee's Doghouse	03/21/07	24.48

x7028	Ck 192054	CPMG LLC	03/21/07	236.80
x7028	Ck 192054	Chisholm Properties	03/21/07	208.73
x7028	Ck 192054	REO Specialists, LLC	03/21/07	28.07
x7028	Ck 193321	24/7 Call Capture LLC	04/09/07	396.85
x7028	Ck 193321	Dee Dee's Doghouse	04/09/07	24.48
x7028	Ck 193321	CPMG LLC	04/09/07	113.65
x7028	Ck 193321	Chisholm Properties	04/09/07	128.11
x7028	Ck 193321	REO Specialists, LLC	04/09/07	66.91
x7028	Ck 196737	Uplead Technology	05/23/07	40.31
x7028	Ck 196737	24/7 Call Capture LLC	05/23/07	356.54
x7028	Ck 196737	REO Specialists, LLC	05/23/07	75.84
x7028	Ck 196979	3201 Partnership / Compass Health & Fitness	05/25/07	246.53
x7028	Ck 198728	Uplead Technology	06/20/07	96.45
x7028	Ck 198728	24/7 Call Capture LLC	06/20/07	356.54
x7028	Ck 198728	REO Specialists, LLC	06/20/07	75.84
x7028	Ck 202260	Uplead Technology	08/14/07	68.38
x7028	Ck 202260	24/7 Call Capture LLC	08/14/07	449.68
x7028	Ck 202260	REO Specialists, LLC	08/14/07	103.91
x7028	Ck 204918	Uplead Technology	09/18/07	68.38
x7028	Ck 204918	24/7 Call Capture LLC	09/18/07	409.23
x7028	Ck 204918	REO Specialists, LLC	09/18/07	103.91
x7028	Ck 205298	Uplead Technology	09/21/07	19.42
x7028	Ck 205298	24/7 Call Capture LLC	09/21/07	489.85
x7028	Ck 205298	REO Specialists, LLC	09/21/07	103.91
x7028	Ck 206534	Uplead Technology	10/10/07	2.13
x7028	Ck 206534	24/7 Call Capture LLC	10/10/07	427.74
x7028	Ck 206534	REO Specialists, LLC	10/10/07	111.60
x7028	Ck 209298	Uplead Technology	11/07/07	68.38
x7028	Ck 209298	24/7 Call Capture LLC	11/07/07	625.12
x7028	Ck 209298	REO Specialists, LLC	11/07/07	124.57
x7028	Ck 211662	Uplead Technology	12/05/07	12.97
x7028	Ck 211662	24/7 Call Capture LLC	12/05/07	603.33
x7028	Ck 211662	REO Specialists, LLC	12/05/07	111.60
x7028	Ck 214987	Uplead Technology	01/15/08	12.97
x7028	Ck 214987	24/7 Call Capture LLC	01/15/08	594.81
x7028	Ck 214987	REO Specialists, LLC	01/15/08	111.60
x7028	Ck 214987	Maslow Insurance Agency LLC	01/15/08	30.20
x7028	Ck 216960	Uplead Technology	02/07/08	12.97
x7028	Ck 216960	24/7 Call Capture LLC	02/07/08	594.81
x7028	Ck 216960	REO Specialists, LLC	02/07/08	248.46
x7028	Ck 216960	Maslow Insurance Agency LLC	02/07/08	30.20

x7028	Ck 220081	Uplead Technology	03/12/08	12.97
x7028	Ck 220081	24/7 Call Capture LLC	03/12/08	607.78
x7028	Ck 220081	REO Specialists, LLC	03/12/08	240.43
x7028	Ck 220081	Maslow Insurance Agency LLC	03/12/08	30.20
x7028	Ck 223041	Uplead Technology	04/09/08	12.97
x7028	Ck 223041	24/7 Call Capture LLC	04/09/08	607.78
x7028	Ck 223041	REO Specialists, LLC	04/09/08	240.43
x7028	Ck 223041	Maslow Insurance Agency LLC	04/09/08	43.17
TBD	TBD	Maslow Insurance Agency LLC	04/30/08	43.17
x7028	Ck 225972	Uplead Technology	05/13/08	43.17
x7028	Ck 225972	24/7 Call Capture LLC	05/13/08	637.98
x7028	Ck 225972	REO Specialists, LLC	05/13/08	369.76
x7028	Ck 225972	Maslow Insurance Agency LLC	05/13/08	307.87
x7028	Ck 228639	Uplead Technology	06/11/08	43.17
x7028	Ck 228639	24/7 Call Capture LLC	06/11/08	637.98
x7028	Ck 228639	REO Specialists, LLC	06/11/08	581.35
x7028	Ck 228639	Maslow Insurance Agency LLC	06/11/08	207.85
x7028	Ck 231265	Uplead Technology	07/14/08	43.17
x7028	Ck 231265	24/7 Call Capture LLC	07/14/08	680.86
x7028	Ck 231265	REO Specialists, LLC	07/14/08	482.04
x7028	Ck 231265	Maslow Insurance Agency LLC	07/14/08	72.66
x7028	Ck 234231	Uplead Technology	08/13/08	43.17
x7028	Ck 234231	24/7 Call Capture LLC	08/13/08	680.86
x7028	Ck 234231	Maslow Insurance Agency LLC	08/13/08	146.74
x7028	Ck 237557	Uplead Technology	09/12/08	103.57
x7028	Ck 237557	24/7 Call Capture LLC	09/12/08	633.43
x7028	Ck 241694	Uplead Technology	10/23/08	109.78
x7028	Ck 241694	24/7 Call Capture LLC	10/23/08	663.27
x7028	Ck 241694	Maslow Insurance Agency LLC	10/23/08	614.90
x7028	Ck 243943	Uplead Technology	11/17/08	109.78
x7028	Ck 243943	24/7 Call Capture LLC	11/17/08	663.27
x7028	Ck 243943	Maslow Insurance Agency LLC	11/17/08	678.92
x7028	Ck 246614	Uplead Technology	12/16/08	77.77
x7028	Ck 246614	24/7 Call Capture LLC	12/16/08	727.29
x7028	Ck 246614	Maslow Insurance Agency LLC	12/16/08	885.26
x7028	Ck 250655	Uplead Technology	01/29/09	4.73
x7028	Ck 250655	24/7 Call Capture LLC	01/29/09	695.28
x7028	Ck 250655	Maslow Insurance Agency LLC	01/29/09	747.98
x7028	Ck 256653	Uplead Technology	03/27/09	100.76
x7028	Ck 256654	Uplead Technology	03/27/09	105.27
x7028	Ck 256653	24/7 Call Capture LLC	03/27/09	807.15

x7028	Ck 256654	24/7 Call Capture LLC	03/27/09	732.57
x7028	Ck 256654	REO Specialists, LLC	03/27/09	217.62
x7028	Ck 256653	Maslow Insurance Agency LLC	03/27/09	1,888.95
x7028	Ck 256654	Maslow Insurance Agency LLC	03/27/09	1,767.11
TBD	TBD	Maslow Insurance Agency LLC	03/31/09	3,656.06
x7028	Ck 259746	Uplead Technology	04/29/09	105.27
x7028	Ck 259746	24/7 Call Capture LLC	04/29/09	700.56
x7028	Ck 259746	REO Specialists, LLC	04/29/09	72.54
x7028	Ck 259746	Maslow Insurance Agency LLC	04/29/09	1,874.95
x7028	Ck 262003	Uplead Technology	05/26/09	105.27
x7028	Ck 262003	24/7 Call Capture LLC	05/26/09	629.15
x7028	Ck 262003	REO Specialists, LLC	05/26/09	72.54
x7028	Ck 262003	Maslow Insurance Agency LLC	05/26/09	1,706.11
x7028	Ck 262003	Security One	05/26/09	367.58
x7028	Ck 264937	Uplead Technology	06/24/09	41.25
x7028	Ck 264937	24/7 Call Capture LLC	06/24/09	814.85
x7028	Ck 264937	REO Specialists, LLC	06/24/09	100.04
x7028	Ck 264937	Maslow Insurance Agency LLC	06/24/09	1,262.90
x7028	Ck 264937	Security One	06/24/09	339.45
x7028	Ck 266585	South Towne Capital Holdings, LLC	07/10/09	32.01
x7028	Ck 266585	Uplead Technology	07/10/09	41.25
x7028	Ck 266585	24/7 Call Capture LLC	07/10/09	874.36
x7028	Ck 266585	REO Specialists, LLC	07/10/09	100.04
x7028	Ck 266585	Maslow Insurance Agency LLC	07/10/09	1,575.45
x7028	Ck 266585	Security One	07/10/09	701.02
x7028	Ck 166608	24/7 Call Capture LLC	08/21/09	355.39
x7028	Ck 166608	Sky Xiao	08/21/09	20.67
x7028	Ck 166608	REO Specialists, LLC	08/21/09	51.39
x7028	Ck 166608	Maslow Insurance Agency LLC	08/21/09	548.10
x7028	Ck 166608	Home Mortgage Consultants	08/21/09	1,501.03
x7028	Ck 166608	Platinum Bank	08/21/09	3,736.17
x7028	Ck 166608	Security One Valuation Services, LLC	08/21/09	642.16
<b>Total</b>				<b>\$ 64,961.49</b>